SUBLEASE AGREEMENT

SUBLEASE AGREEMENT dated as of July 17 , 1975, between PITNEY-BOWES, INC., (hereinafter called the Landlord), and THE BETH ISRAEL HOSPITAL ASSOCIATION (hereinafter called the Tenant).

W I T N E S S E T H:

The Landlord hereby subleases to the Tenant and the Tenant hereby hires from the Landlord the premises described as follows:

> The two-story building amounting to 9,000 square feet, in the City of Boston, State of Massachusetts, and located at 6 Charlesgate West, -- hereinafter sometimes called the "subleased premises," being the premises described on Exhibit A.

for the term of two (2) years, to commence on July 1, 1975, and to end on June 31, 1977, both dates inclusive, at the annual rent provided for below, which amount the Tenant covenants and agrees to pay in lawful money of the United States to the Landlord at the office of:

> Field Properties Management
> Pitney Bowes, Inc.
> Walnut & Pacific Streets
> Stamford, Connecticut 06904

in equal montly installments in advance of the first day of each month during said term, provided that no rent or real estate tax payment shall be payable for the month of July, 1975.

The Landlord and the Tenant hereby represent, agree and covenant as follows:

1. (a) The Tenant shall pay rent under this agreement at the annual rate of Twenty Two Thousand Five Hundred ($22,500) Dollars for the first year, and Twenty Seven Thousand ($27,000) Dollars for the second year.

(b) The Tenant shall pay all real estate taxes and assessments against the Leased Premises in excess of $10,740 (1975 taxes for 6 Charlesgate West, Boston, Massachusetts). Each such payment shall be due within ten (10) days of after Landlord notifies Tenant of amount due accompanied by a copy of the paid real estate tax bill. Tenant's obligation shall be prorated for the first and last years of the term.

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(c) The Tenant shall pay for all utilities such as water, fuel and electricity that are associated with the whole 9,000 square foot building, as consumed by Tenant.

2. The rights of the Landlord in respect to the subleased premises derive from the Lease dated March 5, 1963, by and between S. S. Land Corporation, as Lessor, and Landlord, as Tenant,/ (and of the landlord under the Primary Lease), together with Lease Supplement Agreement dated May 24, 1963, and Amendment to Lease Supplement Agreement dated November 30, 1964. During the term of this Sublease, the Tenant shall enjoy all rights of the Landlord under the Primary Lease. A copy of the Primary Lease, Lease Supplement Agreement, and Amendment to Lease Supplement Agreement is attached hereto as Exhibit "B" and the Tenant represents that it has read and is familiar with it.

3. The Tenant shall use and occupy the Subleased Premises only for the purpose of general offices, laboratory and research study.

4. The Tenant shall not sublet or assign the subleased premises or any part or portion thereof without the prior written consent of the Landlord and of the landlord under the Primary lease; provided, however, that no such sublet or assignment shall be deemed to release the Tenant from any of its obligations hereunder; consent to sublet shall not be unreasonably withheld.

5. The Tenant shall improve the premises at its own expense in accordance with approved sketch plans, a copy of which is signed by the parties and annexed hereto and made a part hereof. The improvements shall be made in conformance with all laws, ordinances, rules and regulations of all public authorities having jurisdiction over the premises.

6. The Landlord will not make any modifications to the Primary Lease, or surrender the Primary Lease without the prior written consent of the Tenant, so long as this Sublease shall be in effect. Subject to the provisions of the Primary Lease, and the terms and

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condition of this Agreement, the Tenant shall be entitled to the quiet enjoyment of the Subleased Premises during the term of this Sublease, so long as the Tenant keeps and performs each and every covenant, agreement, term, provision, and condition herein contained or incorporated by reference on the part and on behalf of the Tenant to be kept and performed.

7. This agreement is expressly made subject to all of the terms and conditions of the Primary Lease, and the Tenant hereby expressly:

(a) assumes and agrees to perform all of the obligations of the Landlord pertaining to the Subleased Premises under the Primary Lease to the same extent as if the Tenant had signed the Primary Lease as the Lessee named therein which obligations accrue during the term of this Agreement, and except that the Tenant shall pay rent and real estate taxes only as provided in this Agreement, and for the term provided for in this Agreement; and

(b) agrees to be subject to the same disabilities pertaining to the Subleased Premises to which the Landlord as Lessee under the Primary Lease is subject, except as may otherwise be provided herein; and

(c) agrees to surrender the peaceful and quiet possession of the said subleased premises in the same condition and in as good order as when received, including the removal of new smokestack and restoration of the demisedpremisesin accordance with paragraph 3 of Letter of Consent dated June 1, 1975 from Primary Lessor at the Hospital's expense, upon the Primary Lessor's request, ordinary wear and tear and damage by fire or other casualty excepted.

8. Tenant covenants that it will occupy the premises in accordance with the terms of the Primary Lease and it will not suffer to be done or omit to do any act which may result in a violation of or default under any of the terms and conditions of the Primary Lease. The Tenant further covenants and agrees to idemnify the Landlord against and hold it harmless from any loss, liability or expense (including reasonable attorney's fees) arising out of,

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by reason of, or resulting from, the Tenant's failure to perform or observe any of the terms and conditions of the Primary Lease relating to the Subleased Premises. Landlord covenants and agrees with the Tenant that this Sublease Agreement will be null and void if Landlord cannot deliver the written consent of the Primary Landlord in accordance with paragraph (3) of the Primary Lease.

9. Notwithstanding any other provision in this Agreement to the contrary, the Tenant shall pay to the Landlord as additional rent any and all sums which the Landlord may be required to pay to its Lessor arising out of, by reason of, or resulting from the Tenant's failure to perform or observe one or more of the terms and conditions of the Primary Lease relating to the Subleased Premises, which accrue during the term of this agreement.

10. If the Tenant shall default in the performance of any of the covenants of this Agreement or shall violate any of the provisions of the Primary Lease, in either case, the Landlord shall be entitled to resort to any applicable remedies herein provided and shall also have the same remedies vis-a-vis the Tenant as the Lessor of the Primary Lease is given by the Primary Lease vis-a-vis the Landlord. The Tenant shall have all the benefits, privileges, powers and rights against the Primary Landlord that the Landlord has against the Primary Landlord under the Primary Lease including but not limited to the work and services to be provided or rendered by the Primary Landlord insofar as the same relates to or affects the Subleased Premises or any part thereof or Tenant's access to or use or occupancy of the Subleased Premises or any part thereof.

11. The Tenant consents, in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this agreement, the relationship of Landlord and Tenant, the Tenant's use of occupancy of the Subleased Premises, and/or

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any claim of injury or damage, and any emergency statutory or any other statutory remedy, to jurisdiction of any court of record within the City of Boston. If either party obtains a judgement, order or decree in any such proceeding against the Tenant in which the Tenant shall have appeared, the party against whom judgement is made shall pay any expense thereafter incurred by the prevailing party including reasonable attorney's fees, in enforcing or collecting such judgement by any process or proceeding within or without the United States, except expenses in connection with appeals or reargurments relating thereto.

12. All notices hereunder shall be in writing. Any notice or other writing to be given or delivered to the Landlord hereunder shall be sufficiently given or delivered if mailed addressed to the Landlord as follows:

Field Properties Management
Pitney Bowes, Inc.
Walnut & Pacific Streets
Stamford, CT 06904

Any notice or other writing to be given or delivered to the Tenant hereunder shall be sufficiently given or delivered if mailed addressed to the Tenant as follows:

330 Brookline Avenue
Boston, Massachusetts

Either party may, by notice in writing, direct that future notices be sent to a different address.

13. The covenants, conditions and agreements contained in this Agreement shall bind and inure to the benefit of the Landlord and the Tenant and their respective legal representatives, successors and assigns, subject to the provision of the Primary Lease.

14. The Landlord shall promptly furnish the Tenant with copies of all notices of default under the Primary Lease as well as defaults under this Agreement which the Landlord shall receive from the Landlord under the Primary Lease or any other party having an interest to which this Agreement is subordinate.

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15. All prior understanding and agreement between the parties are merged with this Agreement, which alone fully and completely sets forth the understanding of the parties. This Agreement may not be changed or terminated orally or in any manner other than by an instrument in writing signed by the party against whom enforcement of the change or termination is sought.

16. The Tenant represents that the Tenant has had no dealings in connection with this Agreement with any brokerage firm or sales representative, other than Maurice diMarco of Julien J. Studley, Inc.,/Realtor, who shall be paid by Landlord.

17. The Tenant accepts the Subleased Premises in "as is" condition, subject to Landlord's representations contained in Paragraph 21.

18. This Lease shall automatically be renewed for an additional three (3) year term, subject to the same terms and conditions contained herein, with the exception of rent, which would be:

$29,700	July 1, 1977 - June 30, 1978
$30,600	July 1, 1978 - June 30, 1979
$31,500	July 1, 1979 - June 30, 1980

provided, however, that Tenant may notify the Landlord sixty (60) days or more prior to the expiration of the present term of its intention to terminate this Sublease.

19. The Landlord represents that as of the date hereof it is not in default under any of the provisions of the Primary Lease.

20. Notwithstanding the provisions of the Primary Lease, in the event that the demised premises are damaged by fire or other casualty or if a substantial portion of the demised premises shall be taken by public authority or quasi public authority and the Landlord or Primary Lessor fails to begin to restore the premises to their condition prior to the casualty within one hundred twenty (120) days after the casualty, then Tenant may terminate this lease by written notice to Landlord within thirty (30) days after said one hundred twenty (120) day period.

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In addition, there shall be an appropriate abatement in rent payable under this Sublease during any period during which all or any part of the demised premises are not usable by Tenant by reason of such casualty or taking.

21. Landlord represents that the elevator and the heating and air-conditioning systems serving the subleased premises comply with applicable laws and regulations.

22. Landlord represents that a notice of the Primary Lease is duly recorded with Suffolk Registry of Deeds, Book Page and that at the request of Tenant, a notice of this Sublease may be recorded at the expense of the Tenant.

23. Where the consent of Landlord is required to any action on the part of Tenant such consent will not be unreasonably withheld or delayed.

WITNESSES:

PITNEY BOWES, INC.

F. A. Groesbeck
Vice President for Administration

WITNESSES:

THE BETH ISRAEL HOSPITAL ASSOCIATION

casualty or if a substantial portion of the demised premises shall

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